

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into 27 July, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of SR-101L between Pima Road and Shea Boulevard, the State and the City mutually agree that the construction of northbound and southbound frontage roads between Pima Road/Princess Road Traffic Interchange (TI) and Raintree Drive TI, hereinafter referred to as the "Project", are to the benefit of the traveling public. The State will construct the Project and the City will reimburse the State for the cost of the right of way required to construct the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22542

Filed with the Secretary of State

Date Filed: 07/27/98

Loretta Bayless

Secretary of State

By Vicky V. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Upon execution of the this agreement, invoice the City \$3,219,969.00 for the estimated cost of the right of way required for the Project.

b. Provide to State standards right of way plans and such other documents and services required for the Project. Incorporate City review comments as appropriate.

c. Purchase an estimated 12.352 acres of right-of-way for the Project, as shown on Exhibit "1", attached hereto and made a part hereof.

d. Call for bids and award one or more construction contracts to construct the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Upon completion of the Project and approval by resolution from the State Transportation Board, abandon jurisdiction of the above referenced acreage to the City.

2. The City will:

a. Upon execution of this agreement, and within thirty (30) days from receipt of an invoice from the State, remit \$3,219,969.00 for the estimated cost of the right of way required for the Project, estimated at 12.352 acres.

b. Review the right of way plans and other such documents and provide comments as appropriate within thirty (30) days of receipt.

c. Be responsible for any contractor claims for extra compensation due to delays for whatever reason attributable to the City.

x d. Waive the four (4) year advance notification requirements of Arizona Revised Statute 28-7209.

x e. Upon completion of the Project and approval by resolution from the State Transportation Board, accept jurisdiction and maintenance of the frontage roads for the section shown on Exhibit "2".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Scottsdale, AZ 85007

City of Scottsdale
City Manager
3939 Civic Center Blvd.
Scottsdale, AZ 85251

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SCOTTSDALE

STATE OF ARIZONA

Department of Transportation

By 
SAM K. CAMPANA
Mayor

By 
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

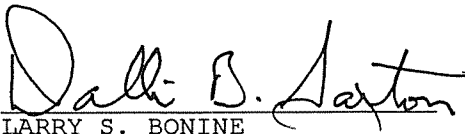
ATTEST

By 
SONIA ROBERTSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Scottsdale for the purpose of defining responsibilities for the design, construction and maintenance, incident to the construction of SR-101L between Pima Road and Shea Boulevard. The City requested the State include construction of a southbound frontage road from Frank Lloyd Wright Boulevard to Thunderbird Road, at the expense of the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 5103

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THREE INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY AND THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION, PERTAINING TO THE PIMA FREEWAY (101L).

WHEREAS, Arizona Revised Statutes Sections 11-951, et seq. provide that public agencies may enter into intergovernmental agreements for the provisions of services, or for joint cooperative action; and

WHEREAS, Article I, Section 3-1 of the charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including the State of Arizona or any department or agency thereof; and

WHEREAS, the Arizona Department of Transportation (ADOT), is designing and constructing the Pima Freeway from Shea to Pima/Princess; and

WHEREAS, the parties have negotiated certain agreements concerning City water and sewer utilities and esthetics enhancements, reimbursing ADOT for frontage road right-of-way, and concerning the acquisition of necessary right-of-way from the Bureau of Reclamation,

NOW, THEREFORE, it is resolved by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. Sam Kathryn Campana, Mayor, is hereby authorized and directed to sign:


1. Intergovernmental Agreement No. 980090 (ADOT GPA 98-06) respecting utility and aesthetic enhancements,
2. Intergovernmental Agreement 980091 (ADOT JPA 97-30), reimbursing ADOT for certain frontage road right-of-way acquisition costs, and
3. Intergovernmental Agreement 980092 (ADOT JPA 98-60), concerning the acquisition of necessary right-of-way from the Bureau of Reclamation.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 6th day of July, 1998.


CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:


Sonia Robertson, City Clerk


Sam Kathryn Campana, Mayor

APPROVED AS TO FORM:


Fredda J. Bismar, City Attorney

R/W EXHIBIT SUMMARY
JPA 97-30 EXHIBIT NO. 1
PIMA FREEWAY (SECTION 9B)
101L, Pima Rd. to Shea Blvd.
Project No. RAM 600-1-343
TRACS No. 101L MA036 H4083 01 D

		<u>UNITS</u>	<u>TOTAL AREA</u>	<u>SCOTTSDALE ACQUISITION</u>	<u>% COS</u>	<u>APPROVED APPRAISAL</u>	<u>COS RESPONSIBILITY</u>
<u>SHEET 1</u>	<u>DWG NO C-2.3</u>						
	TRACT NO 7-3751A	SQ. FT.	39,639.600	8,472.090	21.37%	\$57,750.00	\$12,342.79
	TRACT NO 7-7425A	SQ. FT.	157,209.040	123,509.210	78.56%	\$1,628,947.00	\$1,279,760.74
<u>SHEET 2</u>	<u>DWG NO C-2.5</u>						
	TRACT NO 7-3809A	SQ. FT.	109,771.200	80,797.580	73.61%	\$858,826.00	\$484,784.60
<u>SHEET 3</u>	<u>DWG NO C-2.7</u>						
	TRACT NO 7-4257	SQ. FT.	197,418.000	65,114.140	32.98%	\$1,087,800.00	\$358,787.78
	TRACT NO 7-7999	SQ. FT.	34,551.000	16,618.163	48.10%	\$279,335.00	\$134,353.12
<u>SHEET 4</u>	<u>DWG NO C-2.9</u>						
	TRACT NO 7-5400	SQ. FT.	146,747.000	44,740.080	30.49%	\$1,452,084.00	\$442,709.93
	TRACT NO 7-5401	SQ. FT.	13,558.000	12,686.040	93.57%	\$52,198.00	\$48,840.97
	TRACT NO 7-5402	SQ. FT.	916,937.000	162,394.110	17.71%	\$1,157,749.00	\$226,894.69
<u>SHEET 7</u>	<u>DWG NO C-2.15</u>						
	TRACT NO 7-5403	SQ. FT.	113,819.000	3,991.960	3.51%	\$800,148.00	\$28,063.49
	TRACT NO 7-8398	SQ. FT.	6,939.000	2,803.920	37.53%	\$138,780.00	\$52,078.40
	TRACT NO 7-8415	SQ. FT.	5,952.000	1,420.320	23.86%	\$149,661.00	\$35,713.46
<u>SHEET 8</u>	<u>DWG NO C-2.17</u>						
	TRACT NO 7-8118	SQ. FT.	437,929.000	15,702.089	3.59%	\$3,225,168.00	\$115,639.46
			<hr/>	<hr/>		<hr/>	<hr/>
TOTAL			2,180,469.840	538,049.702		\$10,688,246.00	\$3,219,969.42

** Note: This amount is based on \$60,861.40 per acre.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

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MAIN PHONE : 542-5025

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0629TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 21, 1998.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/13853

Enc.